

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- x  
C.W.; D.S.; M.C.; A.H.; S.G.; J.E.; S.A.; F.E.; I.F.; I.B.;  
and D.G., by his next friend THEO LIEBMANN; and other  
similarly situated youth,

13 CIV. 7376 (PK)

Plaintiffs,

-against-

THE CITY OF NEW YORK,

Defendant.

**STIPULATION AND ORDER  
OF SETTLEMENT OF  
PLAINTIFFS' CLAIM FOR  
ATTORNEYS' FEES, COSTS,  
AND EXPENSES**

----- x  
**WHEREAS**, Plaintiffs initiated this action by Class Action Complaint filed on or about December 30, 2013, alleging, among other things, that Defendant City of New York violated the statutory and Constitutional rights of Named Plaintiffs and others similarly situated by failing to provide adequate shelter and services to homeless youth ages 16 to 20;

**WHEREAS**, on August 5, 2014, the Court issued an Order Certifying Class and Appointing Class Counsel, which certified a class, two subclasses, and two sub-subclasses;

**WHEREAS**, by Memorandum and Order dated March 30, 2018, the Court dismissed Plaintiffs' claim under the Runaway and Homeless Youth Act, N.Y. Exec. Law § 532 *et seq.*, for class members age 18 and older;

**WHEREAS**, the Parties entered into a settlement agreement, which fully resolved Plaintiffs' remaining claims, and submitted a proposed Stipulation and Order of Settlement to the Court on February 14, 2020;

**WHEREAS**, the Court preliminarily approved the settlement of the action at a motion hearing held on September 15, 2020;

**WHEREAS**, a fairness hearing was held on November 13, 2020, and the Court determined that the settlement agreement was fair, adequate, and reasonable;

**WHEREAS**, the Court issued its final approval of the settlement agreement by Order dated November 25, 2020, and final Judgment was entered on December 11, 2020;

**WHEREAS**, by Order dated November 5, 2020, the Court granted Plaintiffs the opportunity to submit documents in connection with their claim for attorneys' fees, costs, and expenses and negotiate an agreement after the fairness hearing;

**WHEREAS**, the parties now desire to resolve Plaintiffs' claim for attorneys' fees, costs and expenses arising out of this action, without further proceedings, on terms and conditions that are just and fair to the Parties;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the Parties, through the undersigned, as follows:

1. Plaintiffs' claim for attorneys' fees, costs, and expenses is hereby settled and dismissed with prejudice, pursuant to the terms set forth herein.

2. The City of New York shall pay FOUR HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$498,500.00) in full satisfaction of all claims for attorneys' fees, costs, and expenses incurred or accrued in connection with this action up to the date of this stipulation. Payment will be made by check payable to The Legal Aid Society. Payment shall be made within ninety (90) days of the so-ordering of this Stipulation and receipt by the Office of the New York City Comptroller of all papers necessary to effectuate this Stipulation described in paragraph 5, below.

3. In consideration of the payment of the amount specified in paragraph “2” above, Plaintiffs and The Legal Aid Society agree to release and discharge the City of New York, its agencies, including the New York City Department of Youth and Community Development, the New York City Department of Social Services, the New York City Human Resources Administration, the New York City Department of Homeless Services, the New York City Administration for Children’s Services, and the New York City Department of Education, their successors and assigns, and all past and present officials, employees, departments, agencies, representatives, directors, and agents of the City of New York, the New York City Department of Youth and Community Development, the New York City Department of Social Services, the New York City Human Resources Administration, the New York City Department of Homeless Services, the New York City Administration for Children’s Services, and the New York City Department of Education from any and all liability, claims, and/or rights of action for attorneys’ fees, costs, and expenses incurred or accrued in connection with this action up to the date of this stipulation.

4. Plaintiffs’ co-counsel, Patterson Belknap Webb & Tyler LLP, is not seeking payment for any attorneys’ fees, costs and expenses that it has incurred or accrued in connection with its representation of Plaintiffs in this action up to the date of this stipulation.

5. Upon execution of this Stipulation and Order, The Legal Aid Society shall execute a Release based upon the terms of paragraphs “2” and “3” above and shall complete a substitute W-9 form and Plaintiffs shall provide all of these to Defendant’s undersigned counsel. Payment of the amount specified in paragraph “2” above is conditioned upon delivery of these documents to Defendant’s counsel. Defendant’s counsel shall thereafter promptly provide these documents to the Office of the New York City Comptroller.

6. Nothing contained herein shall be deemed to be an admission by the City of New York or any of its agencies or employees that they have in any manner or way violated either Plaintiffs' rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, the New York City Department of Youth and Community Development, the New York City Department of Social Services, the New York City Human Resources Administration, the New York City Department of Homeless Services, the New York City Administration for Children's Services, and the New York City Department of Education, or any other rule, regulation, or bylaw of any agency, department or subdivision of the City of New York.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, the New York City Department of Youth and Community Development, the New York City Department of Social Services, the New York City Human Resources Administration, the New York City Department of Homeless Services, the New York City Administration for Children's Services, and the New York City Department of Education.

8. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.

9. This Stipulation and Order contains all of the terms and conditions agreed upon by the Parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order, regarding the subject matter of the instant proceeding shall be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein.

10. Nothing contained herein shall be deemed to be an agreement or admission by the City of New York, the New York City Department of Youth and Community Development, the

New York City Department of Social Services, the New York City Human Resources Administration, the New York City Department of Homeless Services, the New York City Administration for Children's Services, and the New York City Department of Education as to the reasonableness of the number of hours billed or the hourly rates claimed by Plaintiffs' counsel.


11. The Stipulation and Order is final and binding on all Parties, as well as their successors and assigns.

12. This Stipulation and Order may be executed in subparts and, whether or not it is executed in subparts, a signature received by fax or email shall have the same force and effect as an original signature.

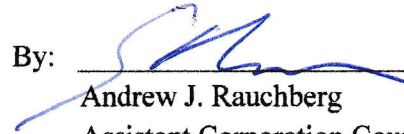
THIS SPACE INTENTIONALLY LEFT BLANK

Dated: March 12, 2021  
New York, New York

THE LEGAL AID SOCIETY  
Janet E. Sabel, Attorney-in-Chief  
Adriene L. Holder  
Dawne A. Mitchell  
Judith Goldiner  
Lisa Freeman  
Theresa B. Moser  
Beth C. Hofmeister  
Courtney Camp  
of counsel  
Attorneys for Plaintiffs  
199 Water Street  
New York, New York 10038  
Tel: (212) 577-3300

By:   
Beth C. Hofmeister

JAMES E. JOHNON  
Corporation Counsel of the  
City of New York  
Attorney for Defendant  
100 Church Street  
New York, NY 10007  
(212) 356-0891

By:   
Andrew J. Rauchberg  
Assistant Corporation Counsel

SO ORDERED:

  
Peggy Kuo  
United States Magistrate Judge

Dated: Brooklyn, New York  
March 17, 2021